

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE
MILTON C. GRACE*
GEORGE JOHN KETCUM
RICHARD N. BAGENSTOS

* NOT A MEMBER OF D.C. BAR
** ALSO A MEMBER OF OHIO BAR

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D. C. 20006

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

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INTERSTATE COMMERCE COMMISSION

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AUGUST 6, 1981
INTERSTATE COMMERCE COMMISSION

Ms. Aqatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

No. AUG 6 1981

Date

Fee \$ 50.00

ICC Washington, D. C.

Dear Madam:

Enclosed for recordation pursuant to the provisions of Section 11303(a) of Title 49 of the United States Code and the regulations thereunder are 1) Chattel Mortgage and Security Agreement dated as of July 20, 1981 and 2) Agreement and Assignment dated as of July 20, 1981 ("Documents").

A general description of the railroad equipment covered by the Documents is as follows:

Fifty (50) 50'6" 70-ton railroad boxcars bearing identifying road numbers CPAA 208500 through CPAA 208549, both inclusive.

The names and addresses of the parties to the Documents are:

Debtor/Assignor: Emons Industries, Inc.
490 East Market Street
York, Pennsylvania 17403

Secured Party/
Assignee : Hamilton Bank
12 East Market Street
York, Pennsylvania 17403

The undersigned is agent for the Debtor/Assignor for the purpose of submitting the Documents for recordation and has knowledge of the matters set forth therein.

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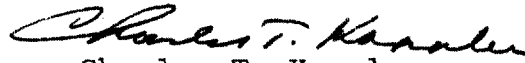
Handwritten signature: C. T. Kappler

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
August 6, 1981
Page Two

Please return the stamped copies of the Documents
to the undersigned or to the bearer hereof.

Also enclosed is a remittance in the amount of
\$50 in payment of the required recordation fee.

Very truly yours,


Charles T. Kappler

CTK/lac
Enclosures

13217 A

RECORDATION NO. Filed 1425

AGREEMENT AND ASSIGNMENT

AUG 6 1981-3 25 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT dated as of this 20 day of July, 1981, between EMONS INDUSTRIES, INC., a New York corporation with an office at 490 East Market Street, York, Pennsylvania 17403 ("Emons") and HAMILTON BANK, 12 East Market Street, York, Pennsylvania 17401 ("Assignee").

WHEREAS, Emons and North American Car Corporation, a corporation ("NAC"), have entered into a Lease dated as of June 24, 1981 (the "Agreement"), a true and correct copy of which is attached hereto as Exhibit A, providing for the lease on the conditions therein set forth by Emons to NAC of (i) the railroad freight cars more particularly described on Exhibit B attached hereto (the "Equipment") and (ii) certain other railroad freight cars described in the Agreement, for use or intended for use in interstate commerce;

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT WITNESSETH that, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Assignee to Emons; the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

1. Emons hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns:

(a) All right, title and interest of Emons in and to the Agreement, any and all amounts which may be or become due or owing by NAC to Emons under the Agreement on account of the rent of the Equipment, and any other sums which may become due from NAC

under the Agreement, provided, however, that the Assignee's right to receive any funds payable by NAC to Emons under the Agreement shall be subject to the following limitations: (i) the Assignee shall have a right to receive any such funds only after the prior payment in full from such funds of any amount then due ~~Chandler Leasing~~ ^{Walter E. Heller &} ~~Company~~ ^{"Heller"} ~~Corporation~~ ^{"Chandler"} as rent under a Lease between Emons and ~~Chandler~~ ^{Heller} (the "~~Chandler Lease~~" ^{Heller Lease}"), and (ii) of the funds remaining after prior payment to ~~Chandler~~ ^{Heller} as provided in the preceding clause (the "Remaining Funds"), the Assignee shall have a right to receive a portion of the Remaining Funds which bears the same relation to the total amount of Remaining Funds as the number of units of Equipment then subject to the Agreement bears to the total number of units (other than the units covered by the ~~Chandler~~ ^{Heller} Lease) then subject to the Agreement.

(b) All of Emons' rights, powers, privileges and remedies under the Agreement; provided, however, that this Agreement and Assignment shall not subject Assignee to, or transfer, or pass, or in any way affect or modify the liability of Emons in respect of its obligations contained in the Agreement, or relieve NAC from its obligations to Emons under the Agreement, it being understood and agreed that notwithstanding this Agreement and Assignment, or any subsequent assignment pursuant to the provisions of the Agreement, all obligations of Emons to NAC in respect of the Equipment shall be and remain enforceable by NAC, its successors and assigns, against and only against Emons; and provided, further, that, to the extent permitted by the Agreement, Emons shall have the right to terminate the Agreement.

In furtherance of the foregoing Agreement and Assignment, Emons hereby authorizes and empowers Assignee, in Assignee's own name or in the name of Assignee's nominee, or in the name of and as attorney, hereby irrevocably constituted for Emons to ask, demand, sue for, collect, receive and enforce any and all sums to which Assignee is or may become entitled under this Agreement and Assignment and compliance by NAC with the terms and agreements on its part to be performed under the Agreement, but at the expense and liability and for the sole benefit of Assignee.

2. Emons represents and warrants that, notwithstanding this Agreement and Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Agreement set forth to be performed and complied with by Emons. Emons further represents and warrants to assignee, its successors and assigns, that at the time of execution and delivery of the Agreement, Emons had legal title to the Equipment free of all claims, liens and encumbrances of any nature except only (i) the rights of Assignee under that certain Chattel Mortgage and Security Agreement dated July 20, 1981 (the "Chattel Mortgage"), a copy of which has been delivered to Assignee, (ii) the rights of NAC under the Agreement and (iii) the rights of Canadian Pacific Limited ("CP") under a Lease dated June 15, 1981 between NAC and CP (the "CP" Sublease"). Emons further represents and warrants to Assignee, its successors and assigns, that the Agreement was duly authorized and lawfully executed by Emons for a valid consideration and is binding upon Emons in accordance with its terms, and that the Agreement is now in

force without amendment thereto. Emons further covenants and agrees that it will defend the title to the Equipment against the demands of all persons whomsoever, subject, however, to the provisions of the Agreement and the CP Sublease and the rights of NAC and CP, respectively, under the terms thereof.

3. Emons covenants and agrees with Assignee that in any suit, proceeding or action brought by Assignee under the Agreement for any payment due and owing, or to enforce any provision of the Agreement, or to recover any other sums due from NAC in respect of the Equipment, Emons will save, indemnify and keep harmless Assignee from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of Emons arising out of a breach by Emons of any obligation in respect of the Equipment or any obligation of Emons pursuant to the Agreement, or by reason of any defense, setoff, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to NAC by Emons. Any and all such obligations shall be and remain enforceable by NAC against, and only against Emons, and shall not be enforceable against Assignee or any party or parties in whom title to the Equipment or any unit thereof or the rights of Emons under the Agreement shall vest by reason of this assignment or of successive assignments or transfers. Emons will indemnify, protect and hold harmless Assignee from and against any and all liabilities, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against Assignee or its assigns because of the use

in or about the construction or operation of the Equipment, or any unit thereof, of any design, article or material which infringes or is claimed to infringe on any patent or other right.

4. Simultaneously with the execution and delivery of this Agreement and Assignment, there shall be delivered to Assignee:

(a) A certificate or certificates signed by an authorized representative of Emons, stating that the units of the Equipment have been inspected; that such units are in good order and condition; that such units conform to all applicable Interstate Commerce Commission requirements and specifications and all standards recommended by the Association of American Railroads; and that such units are subject to the terms of the Agreement.

(b) Certificates of Emons, or an authorized representative of Emons, and of NAC to the effect that the Agreement is in full force and effect and no default exists under the terms thereof, and no event has occurred which, with the passage of time, would constitute a default under the terms thereof.

(c) A favorable opinion of counsel for Emons, stating that (i) the Agreement has been duly authorized, executed and delivered by Emons and is a valid and binding instrument enforceable in accordance with its terms; (ii) the Assignee is vested with all the right, title and interest of Emons in and to the Agreement purported to be assigned to Assignee by this Agreement and Assignment; (iii) the Agreement, this Agreement and Assignment and the Chattel Mortgage are in recordable form for filing with the Interstate Commerce Commission in accordance with Section 11303 of

the revised Interstate Commerce Act and, when recorded, will validly vest in Assignee a perfected security interest in the Equipment, free of all claims, liens, encumbrances and other security interests, except the rights of NAC under the Agreement and CP under the CP Sublease, and no other filing or recordation is necessary to protect the rights of Assignee in any state of the United States of America or the District of Columbia; and (iv) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the execution and delivery of the Agreement.

5. Upon request of Assignee, its successors and assigns, Emons will execute any and all instruments which may be necessary or proper in order to discharge of record any instrument evidencing any interest of Emons in the Equipment.

6. Assignee may assign all or any of its rights under the Agreement, including the right to receive payments due or to become due to it hereunder. In the event of any such assignment, any such subsequent or successor assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of Assignee hereunder.

7. Emons covenants and agrees that it will, from time to time and at all times, at the request of Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance, and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth, and more perfectly to confirm the rights, titles and interests hereby assigned and

transferred to Assignee or intended to be.

8. The terms of this Agreement and Assignment and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 11303 of the Revised Interstate Commerce Act.

9. The Agreement is incorporated herein by reference and shall be deemed a part of this Agreement and Assignment.

10. This Agreement and Assignment may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Assignment to be duly executed as of the date first above written.

EMONS INDUSTRIES, INC.

ATTEST:

fl. Malter
Secy.

By: [Signature]

HAMILTON BANK

ATTEST:

Michael S. Kocherov V.P.

By: Robert Rockwell VP

STATE OF *Pa.*)
COUNTY OF *York*) ss.:

On this *22nd* day of *July*, 1981, before me personally appeared, *J.P. McMichael* to me personally known, who being by me duly sworn, says that he is *Vice President* of EMONS INDUSTRIES, INC. that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Judye Houstinovic

Notary Public

MY COMMISSION EXPIRES
JANUARY 31, 1985
YORK, YORK COUNTY, PA

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *York*) ss.:

On this *22nd* day of *July*, 1981, before me personally appeared *Robert S. Rockwell*, to me personally known, who being by me duly sworn, says that he is the *Vice President* of HAMILTON BANK, that the seal affixed to the foregoing instrument is the seal of said Bank, and that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

Sally B. Zimmerer

Notary Public

SALLY B. ZIMMERER, NOTARY PUBLIC
YORK, YORK COUNTY
MY COMMISSION EXPIRES JAN. 24, 1983
Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

NORTH AMERICAN CAR CORPORATION hereby acknowledges due notice of the assignment made by the foregoing Agreement and Assignment dated as of July , 1981, which is incorporated in this acknowledgement by reference, and shall be deemed a part thereof.

By: _____

Dated: 19 .

*to be provided at
a later date*

LEASE AGREEMENT

Lease Agreement ("Agreement") made as of June 25, 1981, between Emons Industries, Inc. ("Emons") and North American Car Corporation, Canadian Railcar Division ("NAC").

1. Intent of Parties. The intent of this Agreement is that it shall parallel that certain Lease Agreement ("Lease") between NAC as Lessor and Canadian Pacific Limited ("CP") as Lessee and dated as of the June 15, 1981. Accordingly, Emons hereby consents to CP's use of the boxcars as described in the Lease and to NAC's entering into the Lease substantially in the form attached hereto.

2. Cars. Emons hereby leases to NAC, and NAC leases from Emons, those 275 boxcars more fully described on the attached Schedule A for the term and upon the conditions set forth herein. Emons acknowledges that NAC will further lease the cars to CP under the Lease, and consents to the same.

3. Term and Delivery. The term of this Agreement as to each Car shall be co-extensive with the Lease, to include any renewal period. This Agreement shall be automatically extended in the event CP renews the Lease for up to an additional seven years. Emons shall cooperate with NAC to restencil each Car, and to insure delivery thereof to CP in accordance with the terms of the Lease, all at Emons' expense.

This Agreement shall commence as to any particular Car simultaneously with acceptance by CP.

4. Rentals. NAC shall forward to Emons, within five (5) business days after receipt by NAC of any rentals payable under the Lease, the amount thereof less 2% of net revenues. "Net revenues" shall constitute the rentals payable by CP under the

Lease, less expenses paid pursuant to paragraph 5 of this Agreement.

5. Maintenance. Any maintenance, repair or improvement required to be made by NAC under this Lease shall be paid by Emons or reimbursed to NAC should NAC make such payment. Any other payment obligation of NAC required to be made by it under the Lease other than those caused solely by NAC's negligence or gross misconduct or as to which NAC has a right to reimbursement or indemnification by CP under the Lease, shall be paid by Emons or reimbursed to NAC should NAC make such payment.

6. Reports. NAC shall promptly furnish to Emons any report received by it under the Lease. NAC shall use its best effort to obtain such other reports from the CP as Emons shall reasonably specify.

7. Substitution of Cars; Earlier Termination. Should Emons desire to substitute for any Car or to terminate any Car in accordance with paragraphs 8(a) and (b) respectively of the Lease, it shall notify NAC thereof. NAC shall then promptly notify CP of the action requested and shall use its best efforts to effect said substitution or earlier termination. NAC shall not, however, be liable for any damages or liabilities sustained by Emons of whatsoever nature due to any delay in CP's performance or any failure by CP to perform under either such subparagraph.

8. Defaults; Remedies. If during the Term of this Agreement one or more of the following events ("Events of Default") shall occur:

(a) Default shall be made in the payment when due of any rent herein provided and such default shall continue for a period of three (3) business days; or

(b) NAC shall attempt to remove, sell, transfer, encumber or sublet (except as expressly permitted under this Agreement) any Car; or

(c) Default shall be made in the observance of performance of any other covenants, conditions and agreements on the part of NAC or CP contained herein or in the Lease, other than those required to be performed by Emons hereunder, and such Default shall continue for fifteen (15) days after written notice from Emons to NAC specifying the Default and demanding the same to be remedied; or

(d) A proceeding shall have been instituted in a court having jurisdiction in the premises, seeking a decree of order (i) for relief in respect of NAC in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of NAC or for any substantial part of its property, or (iii) for the winding up or liquidation of the affairs of NAC; and either (I) any such proceeding shall remain undismissed or unstayed and in effect for a period of 60 consecutive days or (II) such court shall enter a decree or order granting the relief sought in such proceeding; or

(e) NAC shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of NAC or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of any of the foregoing; or

(f) NAC shall have knowledge that there has occurred and is continuing any condition, event, act or omission which it reasonably believes constitutes, or with notice or lapse of time would constitute, an Event of Default hereunder or under the Lease, and shall fail within five (5) business days of learning thereof to notify Emons of such condition, event, act or omission;

then, in any such case, Emons at its option may:

A. Proceed by appropriate court action or actions either at law or in equity to enforce performance by NAC of the applicable duties and obligations of NAC under this Agreement or, if such Default is caused solely by NAC's action or inaction, to recover from NAC any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of such Default or on account of Emons' enforcement of its remedies hereunder; or

B. By notice in writing to NAC, terminate this Agreement, whereupon all right of NAC to the use of the Cars shall absolutely cease and terminate as though this Agreement had never been made, and thereupon, Emons may by its agents and without notice to NAC enter upon the premises of NAC or other premises where the Cars may be located and take possession of all or any such Cars and thenceforth hold, possess and enjoy the same free from any right of NAC, or its successors or assigns, to use the Cars for any purpose whatever.

9. Indemnities. NAC agrees to indemnify and hold harmless Emons from and against all losses, damages, injuries, claims and liabilities of whatsoever nature and regardless of the cause thereof arising out of or in connection with the use or operation of the Cars by CP during this Agreement, but only to the extent NAC shall obtain recovery from CP as a result of CP's indemnification under the Lease. NAC independently agrees that

it shall not take any steps that would create any claim, lien, security interest or encumbrance with respect to any Car and, should any arise solely from the action of NAC, it shall promptly discharge the same, nor will NAC, without the prior consent of Emons, sell, assign, transfer or sublet the Cars except pursuant to the Lease.

10. Guaranteed Utilization. NAC agrees that, in the event that utilization under the Lease with CP from the date hereof through June 1, 1982 is not equal to or greater than 45%, then NAC shall pay to Emons on June 1, 1982 that amount which, when paid as rentals under that Lease, would equal a 45% utilization. Should NAC make any payment under this paragraph 10, it shall thereafter have the right to recapture the amount of such payment from future rentals payable to Emons pursuant to paragraph 4 hereof.

11. Assignment of Rentals. (a) NAC hereby sells, assigns, transfers, pledges and sets over unto Emons, all of NAC's right, title and interest in and to the Lease and in and to all rent and other moneys of whatever nature due and payable and to become due and payable from time to time under the Lease, and the proceeds thereof, as collateral security for the payment and performance of all obligations and duties of NAC to Emons arising under or by virtue of this Agreement.

(b) NAC agrees that Emons shall have, and does hereby grant to and create in favor of Emons, a security interest in the Lease and the proceeds thereof for the purposes set forth in subparagraph a above.

(c) Upon the occurrence of any Event of Default (as defined in this Agreement), unless such Event of Default shall have been waived by Emons, or upon the default by NAC or CP in the observance or performance of any of their respective covenants or agreements under the Lease, Emons may, upon giving written notice

to CP of such default, but without notice to or consent of NAC, proceed to exercise one or more of the rights and remedies accorded to a secured party by applicable law or under the Lease or under this Agreement, all of which rights and remedies shall be cumulative, and in such event, without limiting the generality of the foregoing, Emons shall have the right, upon giving CP written notice of such default, but without notice to or consent of NAC:

(i) To instruct CP to pay directly to Emons or its designee all moneys payable to NAC under the Lease, when and as the same become due and payable, for the entire duration of the Lease and any renewals or extensions thereof, provided, however, that Emons shall provide notice to NAC of such instruction; and

(ii) To demand, collect, receive and sue for all such moneys due and payable and to become due and payable under the Lease to the extent necessary to discharge in full the obligations of NAC under this Agreement, to give all necessary receipts and acquittances therefor and to take all such other action as Emons may deem necessary or proper in connection therewith, and

(iii) To take possession of the Lease and all of the proceeds thereof, and to enforce and exercise all other rights and remedies of NAC arising thereunder or by virtue thereof.

All of the proceeds received by Lessor shall be applied first to the payment of the reasonable costs and expenses incurred by Emons in connection with NAC's default, including reasonable attorney's fees and legal expenses, then to the payment of all amounts then due and unpaid under this Lease, and then to pay the balance, if any, as required by law.

12. Amendment of Lease. NAC and CP will not amend, modify or cancel the Lease in any respect without the prior written consent of Emons.

13. Subordination of Lease. The Lease is subject to, and CP's rights thereunder are subordinate in all respects to, this Agreement and the rights and remedies of Emons contained herein.

14. Delay or Partial Exercise. No failure or delay on the part of Emons in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other right, power or privilege of Emons hereunder, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege, provided, however, that NAC shall not be liable to Emons for any consequential or incidental damages suffered by Emons as a result of any such delay on the part of Emons. The rights and remedies of Emons hereunder are cumulative and not exclusive of any rights or remedies which it may otherwise have.

15. Elections, Notices. (a) NAC shall not make any election under the Lease or give CP notice of substitution of a Car, earlier termination or an event of default without obtaining Emons' prior consent thereto. Any notice required hereunder, if given in writing, shall be sent by registered or certified mail, postage prepaid, return receipt requested, to that address set forth beneath the appropriate party's signature. Either party may change such address by written notice to the other.

(b) Within three (3) business days of its receipt of written instruction to do so from Emons, NAC shall take appropriate action (i) to exercise any option, make any election, or grant any consent which NAC, as Lessor under the Lease has the power to exercise, make or grant, or (ii) to enforce any rights possessed by NAC as Lessor under the Lease.

(c) In the event that any proceeding is instituted by NAC to enforce its right under the Lease, such proceedings shall be conducted at Emons' expense by counsel satisfactory to Emons and in accordance in all respects with the reasonable instructions of Emons.

(d) NAC shall have no obligation to institute or maintain any proceeding to enforce its rights under the Lease, if NAC has previously assigned to Emons, by means of a valid, binding, and enforceable assignment, all its rights to institute and maintain such proceeding.

16. Arbitration. Should any arbitration arise under the Lease, NAC shall promptly advise Emons thereof and shall follow any instructions from Emons in regard thereto. NAC agrees it shall undertake no settlement or appoint any arbiter thereunder without Emons' prior consent. NAC shall not be liable for any damage or liability sustained or incurred by Emons relating to its failure to promptly appoint an arbiter or otherwise comply with or instruct NAC to so comply with the terms of the arbitration provisions contained in their Lease with CP.

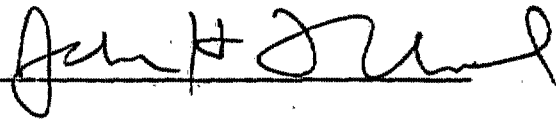
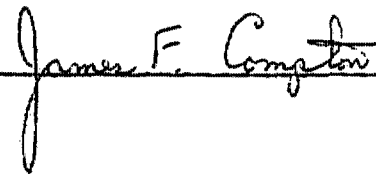
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Illinois. The parties agree, that if any controversy, dispute or claim shall arise out of this Agreement, its interpretation or breach, the parties hereto shall consult with each other in good faith to settle such controversy, dispute or claim. In the event a settlement cannot be reached within two months after such consultation is commenced, or such consultation is not commenced promptly or is discontinued, and any party hereto shall request that such matter be settled by arbitration, then the matter shall be settled exclusively by arbitration in accordance with the rules then obtaining of American Arbitration Association by three arbitrators, one each of which shall be selected by each party

hereto and the third by the two arbitrators so selected. All arbitration proceedings shall be held in Chicago, Illinois, and each party agrees to comply with, and abide by, in all respects any decision or award made in any such proceedings.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year first above written.

Emons Industries, Inc.
490 East Market Street
York, Pennsylvania 17403

North American Car Corporation
Canadian Railcar Division
1155 Dorchester Blvd., West
Montreal, Quebec, Canada
H3B IVI

By:  By: 

SCHEDULE A

Two hundred seventy-five (275) 50'6" 70-ton railroad boxcars bearing identifying mark and numbers CPAA 208500 through CPAA 208774, both inclusive.

Exhibit B to
Agreement and
Assignment

Fifty 50'-6" 70-ton railroad boxcars bearing identifying road numbers CPAA 208500 through 208549, inclusive.